



CITY OF FALLS CHURCH

September 7, 2006

Subject: Tree and Stump Removal/Emergency Services

Reference: No. 07-070-TSR

Please find enclosed an Invitation for Bids No. 07-070-TSR, to provide all supervision, labor, tools, equipment, and services required to perform tree and stump removal both routine and emergency work in the City of Falls Church.

Your careful consideration of this IFB will ensure that all stated requirements are met. Failure to meet any of the stated requirements of this bid process could lead to your disqualification. If there are any questions concerning the IFB or bid process, please refer them to Ron Lansdowne, Purchasing Department, 703-248-5007 or rlansdowne@fallschurchva.gov. If you have technical questions, please refer them in writing by September 25th, 2006 to Ms. Jill-Anne Spence, Urban Forestry Manager, Department of Development Services, 300 Park Avenue, Falls Church, VA 22046 or jspence@fallschurchva.gov. Bids shall be submitted in one original and three copies (double sided) before 11:00 a.m. on October 3rd, 2006 in a Sealed Envelope and shall be addressed as follows:

*City of Falls Church
300 Park Avenue, 3rd Floor, East Wing, Room 300 E
Falls Church, Virginia 22046
Attention: Purchasing Manager*

IFB No. 07-070-TSR

Bids will remain sealed until after the specified due date and time, and then publicly open and read aloud in the Office of the Purchasing Manager at 300 Park Avenue, Falls Church, VA.

On behalf of the City of Falls Church, I would like to thank-you in advance for your contributions to the IFB process.

Sincerely,

Ron Lansdowne
Purchasing Manager



CITY OF FALLS CHURCH

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1.0 STATEMENT OF WORK AND CONDITIONS

The intent of this Invitation to Bid, and resulting contract, is to provide all supervision, labor, tools, equipment, and services required to perform tree and stump removal both routine and emergency work in the City of Falls Church.

1.1 QUALIFICATIONS OF BIDDERS / PROJECTS OF SIMILAR SCOPE AND SIZE

Bidders must be actively engaged in the field of arboriculture and have a minimum of five (5) years experience. Bidders considered for award shall demonstrate their competence, experience, and financial capability to carry out the terms of the contract. Contractor shall submit three (3) references of projects with similar scope and size of work with whom they have performed tree work services. ***This information must be submitted along with the bid documents and will be a factor in the award of this contract.***

Bidders must own, or have available to them by formal agreement, any equipment necessary to perform the work as outlined in this solicitation, including equipment listed in the Additional Equipment section.

1.2 MAINTENANCE OF TRAFFIC / RESTRICTED TIMES OF OPERATIONS

The Contractor shall conduct its operation in a manner that will ensure that traffic will be uninterrupted except as approved by the City's Department of Environmental Services/Engineering Division. On Broad Street (Route 7) there shall be no lane closures before 9.00 a.m. and no lane closures after 3.00 p.m., and on Washington Street (Route 29) there shall be no lane closure north bound before 9.00 a.m. and no lane closure south bound after 3.00 p.m. except when otherwise authorized in writing by the Department of Environmental Services or the City Manager. At the close of each workday, the area of work shall be confined to the smallest area possible so that the maximum use of the street will be restored and the hazard to traffic reduced to the minimum.

At all times, the Contractor shall use personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices", and the "Virginia Work Area Protection Manual." During the progress of the work when the street may be obstructed to any extent by equipment or operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP/SLOW" double-sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify The City of Falls Church, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. No separate payment shall be made by the City for this work. All costs of this work are included by the Contractor as part of the Contract Unit Prices.

The plan for the maintenance of traffic for each assignment shall be as directed the City Arborist in consultation with the City's Department of Environmental Services.

1.3 HOURS OF WORK

The Contractor shall perform the work on weekdays (Monday through Friday between the hours of 7:30 a.m. and 5:00 p.m.). Special permission must be given, in advance, by the City Arborist to allow work to be performed on the weekends (Saturday and Sunday). In the event that work is

performed on weekends the hours of operation shall be 9:30 a.m. to 4:00 p.m. The City Arborist must approve any work scheduled for the weekend(s) before the Contractor begins work.

Work around City Hall/Cherry Hill Park/Community Center will not be allowed on Tuesdays and Wednesdays as court is in session and parking is very limited and there is a significant increase in pedestrian traffic.

Work performed on major commuter routes (East and West Broad Streets and on North and South Washington Streets) shall be between the hours of 9:00 a.m. and 3:00 p.m. Monday through Friday (“Maintenance of Traffic” above).

The City reserves the right to direct the Contractor on any additional changes to hours or days of operation, as may be required by special events (parades, festivals etc.) held in the City.

1.4 POSTING OF “NO PARKING SIGNS”

The City Arborist shall be responsible for processing permit documents and receiving the required approvals for the posting of “No Parking” signs when necessary. The City shall also be responsible for the costs of the signs and their posting at the job site. The Contractor must submit their work schedule at least nine (9) calendar days in advance. This is necessary in order for the City Arborist to receive appropriate permissions and meet the legal requirements of a 48 hour notice to adjacent property owners prior to limiting no parking on a public street/area.

1.5 COMPLAINTS

Complaints shall be handled with due regard to the City public relations. The Contractor must immediately notify the City Arborist of any complaints received from City employees, City residents or other City property owners/business owners. In turn the City will notify the contractor of any complaints received.

1.6 LICENSES AND PERMITS

The Contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of the contract.

Tree care companies working in the City of Falls Church must be licensed by the City in accordance with Section 35 of the Falls Church City Code. ***Contractor must comply with this requirement prior to the start of contract.***

2.0 SAFETY

2.1 GENERAL CONDITIONS

The Contractor shall comply with and ensure that the Contractor’s personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation the standards of the Virginia Occupational Safety and Health Administrator for General Industry and for the Construction Industry. The Contractor shall comply at all times with all provisions of ANSI Z133.1, Safety Standards for Tree Care Operations. The Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor.

The Contractor shall identify to the City Arborist at least one on-site “crew leader” who is the Contractor’s competent, qualified, or authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The crew leader must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees; shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor’s personnel from the work site.

The City reserves the right to require the removal and replacement of any employee or equipment of the Contractor at the job site when, in the City’s opinion, that person or equipment is not performing safely or efficiently.

The Contractor shall provide to the City, at the City’s request, a copy of the Contractor’s written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the City’s request may result in cancellation of the award.

2.2 SUPERVISION BY CONTRACTOR

The Contractor shall at all times provide on-site supervision to maintain satisfactory productivity, enforce discipline and good order among the workers performing under the contract. The Contractor shall not employ any person not reasonably proficient in the work assigned. The Contractor’s professionally maintained personnel shall, at all times, present a neat appearance. At the request of the City Arborist, the contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.

A Crew Leader must remain on site all times while work is being performed. The Crew Leader must be fluent in the English language. The qualifications of personnel serving as Crew Leader must be submitted along with the bid documents. The qualifications of these key personnel will be a factor in the award of this contract.

2.3 OVERHEAD HIGH VOLTAGE LINES SAFETY ACT

If any work required herein will be performed within ten feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-406, et. Seq., “overhead High Voltage Line Safety Act” (Act) shall apply. The “person or contractor responsible for the work to be done,” as that term is used in the Act, will be interpreted to mean the Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time before the work progresses to avoid any delays in the work.

The City will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. The Contractor shall assume all costs for the delayed worked.

2.4 PROTECTION OF UNDERGROUND UTILITIES

The Contractor shall be responsible for contacting “Miss Utility” for locating any underground services situated in the work area that could be damaged by the Contractor’s operation during stump removal activities. Should damage occur, the Contractor shall immediately contact the appropriate utility organization and shall be responsible for all claims for damage due to the utility organization’s need to complete protection work of the underground services.

2.5 DISCONTINUANCE OF WORK

Any operations of the Contractor determined hazardous by the City, shall be immediately discontinued by the Contractor upon receipt of either written or oral notice by the City to discontinue such practice.

3.0 SCHEDULE OF SERVICES

Unless otherwise authorized by the City, failure of the Contractor to comply with the schedule of services shall be sufficient cause to give notice that the Contractor is in default under the contract.

1. The City will submit to the Contractor a work request for standard services describing the location, size and type of each tree or stump to be removed, or other work to be performed.
2. The Contractor shall, within nine (9) calendar days of receipt of the work request, provide to the City Arborist a written estimate of the total cost for the work.
3. Where other services are requested outside of standard tree and/or stump removal a breakdown of personnel requirements detailing the number of hours required for each crew member, and the total time required for the work to be completed must also be included.
4. After City Arborist approval, the Contractor shall provide the City Arborist with a schedule for performing work, within nine (9) calendar days. This time is necessary to allow for the appropriate notification of the adjacent property owners, coordination of approvals for the posting of "No Parking" signs and to post signs at least 48 hours in advance of the work.
5. Unless otherwise authorized by the City Arborist, the Contractor shall begin all work for Unit Price Services and Standard Services within 14 calendar days of receipt of authorization from the City to begin work.
6. The contractor shall also communicate to the City Arborist any changes in method or process of completing the tree work not previously discussed prior to starting the work.
7. If a condition is observed requiring attention beyond the original scope of work, the condition shall be immediately reported to the City Arborist. Any hazard tree or conditions identified by the Contractor on public grounds shall be immediately reported to the City Arborist.
8. Contractor shall contact the City Arborist to discuss changes needed due to inclement weather with an alternative schedule date.

4.0 LIABILITY FOR DAMAGE TO PROPERTY AND/OR VEGETATION

No vehicular equipment (cars, trucks, etc.) is allowed off of paved surfaces on City properties. A line item has been included in the bid documents to include the costs of a grounds person to perform "tree preservation" measures as needed. Some of the most common "tree preservation" techniques used are the installation of a "mulched pad" and/or plywooded heavy equipment. In the event that any vehicular equipment is driven off of paved areas causing compaction of soil in the root zone(s) of tree(s), as determined by the City Arborist, the contractor may be required to perform appropriate mitigation repairs to be accomplished by an approved Certified Arborist.

1. Any damage to trees or property (public and/or private) caused by the Contractor shall be repaired within a week of the incident, to the satisfaction of the City, at no additional expense to the City.
2. The casualty loss suffered by the City when vegetation is damaged beyond repair by the Contractor shall be accounted for in one of the two following ways, at the sole discretion of the City:

- a. The tree shall be removed (and stump grounded out) by the Contractor at no cost to the City. The tree shall be replaced with the number of nursery-grown specimens (of a size and species determined by the City) equal to the amount of diameter inches of tree removed. Planting shall be carried out by the Contractor and planted in accordance with the City of Falls Church standards;

Or

- b. The dollar value of the damaged tree (the casualty loss) will be determined by a qualified Arborist, with demonstrated experience in tree appraisal using the ISA/CTLA Guide to Establishing the Value of Trees and Shrubs, in accordance with Section 35 of the Falls Church City Code. Charges for the appraisal will be paid in full by the Contractor; the dollar value of said casualty loss shall be owed and immediately payable to the City.

5.0 EQUIPMENT AND SERVICES

The Contractor shall have available, when needed for use under the contract, cranes of required sizes; a commercial grade chipper and stump grinder; an aerial bucket truck with a minimum 45 ft boom; a flat bed 2-1/2 ton stake body truck; and all ropes, saws and related safety equipment required for aerial tree work. Standard equipment costs shall be included as part of the full crew pricing and shall not be charged separately to the City.

5.1 ADDITIONAL EQUIPMENT

Additional Equipment may be required at the direction of the City Arborist. The Contractor may charge for the use of the special equipment at the hourly rates on the Bid Form. The Contractor shall not use any special equipment without prior approval from the City Arborist. Additional equipment is as follows:

- 25-ton (minimum capacity) crane, with operator
- 50-ton crane, with operator
- Bobcat-type loader, with operator
- 10-ton stake body, with operator
- Log Loader/Grapple truck, with operator

5.2 STANDARD SERVICES

Work may include but shall not be limited to tree removal, downed trees, stump grinding, and general clearing. Standard services may be requested by the City by specifying a full crew (defined as one working crew leader, one climber and one grounds person) or more than a full crew at the contract unit prices in the bid form. The rate bid for a full crew includes all costs of standard equipment for the crew. Partial crews may also be requested by the City Arborist at the contract unit prices as set forth in the bid form. Hourly rates will be paid for time worked, beginning with crew arrival at the job site and ending with the completion of work and departure from the job site. **Portal-to-portal charges are not allowed.**

5.3 UNIT PRICE SERVICES

Unit Price Services include combined removal of both tree and stump, tree removal only, and stump removal only. The categories of trees and stumps covered by the contract are provided in the bid form. The categories are based on tree and stump diameter, measured at 4.5 feet from the

ground for trees, and 6 inches from the ground for stumps. The City reserves the right to change, add, or delete categories or quantities of trees as it deems to be in its best interest. Prices for subsequent categories will be negotiated, and mutually agreed upon, between the Contractor and the City.

5.4 EMERGENCY SERVICES

During the contract term, the Contractor will be required to assist the City in providing emergency tree removal and related services. Emergency Services are those services which require an accelerated response from the Contractor, as determined by the City Arborist. The Contractor will be required to provide (an) emergency telephone number(s) with 24 hours a day, seven (7) days a week coverage. The Contractor shall maintain a guaranteed response time for emergency service that will not exceed three (3) hours. The Contractor shall furnish one or more emergency service crews consisting of one working crew leader, one climber, one grounds person, and standard equipment as required by the City Arborist. All costs associated with emergency response and mobilization shall be included in the hourly rate bid. Time worked shall be calculated as time spent on the job at the work site. **Portal-to-portal charges are not allowed.**

5.5 PERSONAL REQUIREMENTS

1. Groundsperson – shall have the necessary skills to provide ground operations such as loading trucks, cutting limbs on the ground, operating chipper, raking and cleaning the work area and provide safe traffic management.
2. Climber – shall have the necessary skills to work in trees from an aerial lift/tower or by the use of ropes, saddles and other hand climbing equipment, and shall be proficient in operating all related mechanical equipment.
3. Working Crew Leader – shall provide supervision of the work force and shall be responsible for giving directions to other personnel, making decisions and assuming responsibility for all work performed by the Contractor. This person maybe required to be an *International Society of Arboriculture (ISA) Certified Arborist* when requested by the City Arborist.

5.6 THE CITY OF FALLS CHURCH TREE REMOVAL PROCEDURES

Cutting tree trunk as close to grade as possible; removing all wood and brush, unless otherwise specified. The trees listed for removal shall be marked with an orange/red dot near the base of the tree or flagged with red ribbon. Trees that are not marked shall be personally identified by the City Arborist prior to their removal. Trees shall be removed in accordance with applicable industry standards and based on the following minimum requirements:

1. Extreme care shall be taken to prevent limbs, branches, and trucks from falling and causing personal injury or damage, to way of illustration and not limitation, adjacent homes, fences, trees and other vegetation, driveways, sidewalks, streets, and other property, both public and private.
2. Limbs and branches larger than four (4) inches in diameter shall be lowered to the ground by the use of ropes or other mechanical devices.
3. Stumps shall not be left higher than three (3) inches above ground level.

5.7 THE CITY OF FALLS CHURCH STUMP REMOVAL PROCEDURES

1. Stumps (including root flares) and surface roots within 3 feet of root flare shall be ground to a depth of 24". Access to stumps may be limited at some locations.
2. Stump grindings and residue may be returned to the hole to level the grade. Any excess grindings shall be removed by the Contractor.
3. A layer of topsoil at least four (4) inches thick shall be placed over the stump area. The area shall be crowned at least two (2) inches above surrounding grade to allow for settling and shall be raked smooth. The Contractor will re-seed the area with certified grass seed approved by the City, and mulch with straw.
4. The Contractor shall restore any turf areas and grades, damaged by vehicles or mechanical operations, to their original condition.

5.8 CLEANUP

1. All debris (brush, chips, logs) resulting from the Contractor's operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City Arborist to do otherwise. In some instances the City shall coordinate the reuse of wood chips in our parks and naturalized areas. This will be coordinated and approved in advance of dumping.
2. All lawn areas shall be raked, all streets and sidewalks shall be swept or blown, and all brush, branches, and logs shall be removed from the site. Work areas shall be left in a condition equal to that which existed before commencement of the Contractor's services.
3. No holes (from stump grinding or from branch divots) shall be left open overnight.
4. The Contractor shall remove and legally dispose of all logs, brush, and other debris resulting from its operations at no additional cost to the City.

6.0 GENERAL TERM AND CONDITIONS

Substitutions

NO Substitutions including key personnel (i.e., Project Manager) or cancellations permitted after award without written approval by the City of Falls Church Department of Urban Forestry City Arborist.

Employment Discrimination by Contractors Prohibited

Every agreement of over \$10,000 shall include the following provisions:

1. During the performance of a agreement, the contractor shall agree that he will not discriminate against any employees or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
2. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Ethics in Public Contracting

The provisions contained in Sections 11-72 through 11-80 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all agreements solicited or entered into by the City of Falls Church. A copy of these provisions may be obtained from the Office of the Purchasing Manager.

Criminal Sanctions

The provisions referenced in item above supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-639.1 *et. seq.*), the Virginia Governmental Frauds Act (§18.2-498.1 *et. seq.*) and Articles 2 and 3 of Chapter 10 of Title 18.2.

Act (§18.2-498.1 *et. seq.*) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

Competition Intended

It is the City of Falls Church's intent that this Invitation to Bid (IFB) permits competition. It shall be the offeror's responsibility to advise the City of Falls Church in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the City of Falls Church no later than September 25th, 2006.

Inconsistencies in Conditions

In the event there are inconsistencies between the General Contract Terms and Conditions, and the Special Contract Terms and Conditions and other schedules contained herein, the latter two shall govern.

License Requirement

All firms doing business in the City of Falls Church are required to be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in the City of Falls Church are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 248-5065. The BPOL license number must be indicated on the pricing page of this Request for Proposal.

Proprietary Information

It is the responsibility of each Offerer to clearly mark any part of his Proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Offerers shall not mark sections of their Proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the agreement and are of a "Material" nature, (i.e., prices).

Subcontractors

The use of subcontractors is not permitted under this contract.

Insurance

The successful Offerer shall provide and maintain the following limits of insurance coverage during the period of performance required under an agreement resulting from this Request for Proposal:

a. Commercial General Liability

1. The successful offerer's insurance shall cover the offerer for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payments, and the elimination of coverage for Fire Damage Legal Liability.
2. The limits to be maintained by the successful offerer (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement to a Commercial General Liability Policy with the following amounts specified for this project:

Limits

General Aggregate Limit (Other than Products/Completed Operations)	\$1,000,000
Products-Completed Operation Aggregate Limit	\$500,000
Personal and Advertising Injury	\$1,000,000 Limit
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$500,000
Medical Expense Limit	\$1,000,000

3. The successful offeror shall continue to maintain Products/Completed Operations coverage for a period of three years after the agreement completion date. The insurance shall cover those sources of liability, which would be covered by the latest edition of Coverage A of the Commercial General Liability Form or Coverage A of the Products/Completed Operations Liability Coverage Form, as filed for use in the

Commonwealth of Virginia by the Insurance Services Office without restrictive endorsements. The limits to be maintained by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement with the following amounts specified for this project.

Limits

Products-Completed Operations

Aggregate Limits \$ 500,000

Each Occurrence Limit \$ 500,000

b. Business Auto Policy

1. The successful offeror's insurance shall cover the offeror for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.
2. The limits to be maintained by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability.

c. Workers' Compensation and Employers' Liability

1. The successful offeror's insurance shall cover the offeror and its subcontractors of every tier of those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in the Commonwealth of Virginia by the National Council on Compensation Insurance, without restrictive endorsements, but including Broad Form All States Endorsement. In addition to coverage for the Virginia Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshore and Harbor Workers' Compensation Act, Maritime including Jones Act, Federal Employers Liability Act and any other applicable federal or state law.
2. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Virginia Workers' Compensation Act, the United States Longshore and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Workers' Compensation Policy.

d. Professional Liability

1. The successful offeror shall provide the City of Falls Church with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Contractor for all sources of liability.
2. The minimum E&O Policy limits to be provided by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per claim and aggregate combined single limit for bodily injury liability and property damage liability.

3. The coverage's other than Workers' Compensation may be either on an occurrence or a claims-made basis. Provided, however, that claims-made coverage for other than the Products/Completed Operations shall respond to claims arising out of accidents, occurrences, incidents and offenses happening after the commencement of the resulting Agreement but before the end of the agreement completion date provided that the claim is made within five years after the agreement completion date. Provided further, that claims-made arising out of accidents, occurrences, incidents and offenses happening after the commencement of the resulting agreement but before the end of three years after the agreement completion date provided that the claim is made within eight years after the agreement completion date.

Prior to commencing work under a resulting agreement, the successful offerer shall furnish the City of Falls Church with a Certificate(s) of Insurance naming the City of Falls Church, and its officers and employees, as additional insured (except with respect to Workers' Compensation and Professional Liability insurance) giving a forty-five (45) day notice of cancellation of the insurance coverage.

Safety

All contractors and subcontractors performing services for the City of Falls Church are required to comply with OSHA standards and accepted safety rules and regulations.

Hold Harmless Clause

During the term of the agreement, including any warranty period, the firm shall indemnify, defend, and hold harmless the City of Falls Church, and its officials and employees, from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights, sustained by any person or property to the extent they result from any negligent act or omission by the contractor or his employees, or from any claims or amounts to the extent arising from violations of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include all claims and damages involving infringement of patent or copyrights.

Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Project Manager for the City of Falls Church or there authorized representative(s). The firm shall not comply with request and/or orders issued by other than the Project Manager for the City of Falls Church or his authorized representative(s) acting within their authority for the City of Falls Church. The City of Falls Church will issue a Purchase Order (PO) for each individual project. No work shall be done, which is not covered by a City of Falls Church Purchase Order.

Agreement Period

The initial term shall be in effect for a twelve (12) month period. The City reserves the right to extend this Contract Agreement for four (4) renewable terms of twelve (12) months each, if so desired and agreed upon by both parties, depending upon negotiated fee.

Termination

Subject to the provisions below, this agreement may be terminated by the City of Falls Church upon thirty days (30) written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this agreement may be extended upon written approval of the City of Falls Church until said work or services are completed and accepted.

- a. Termination for Convenience. In the event that this agreement is terminated or canceled upon request and for the convenience of the City of Falls Church, without the required thirty (30) days advance written notice, then the City of Falls Church shall negotiate reasonable termination costs, if applicable.
- b. Termination for Cause. The City of Falls Church may terminate this agreement for cause, default, or negligence on the part of the Contractor at any time. Termination by the City of Falls Church for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision (a) hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. If funds are not appropriated or otherwise made available to support continuation of the performance of this agreement in a subsequent fiscal year, then the agreement shall be canceled and the Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.

Ownership of Products

All work under the agreement, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the City of Falls Church.

Conflict of Interest

In the event that a conflict of interest arises with the successful firm acting as the City of Falls Church's authorized consultant on a specific job, the City of Falls Church reserves the right to seek professional services elsewhere on the specific job over which the conflict arose.

Invoicing and Payment

The Contractor shall submit invoices, upon completion of each project, such statement to include a detailed breakdown of all services and compensation therefore, for that period and the City of Falls Church Purchase Order Number. No invoice will be paid which does not reference the City of Falls Church Purchase Order.

Invoices shall be based upon actual services rendered and actual hours of performance. All such invoices will be paid promptly by the City of Falls Church unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Falls Church
300 Park Avenue
Falls Church, Virginia 22046
Attention: Accounts Payable Department

Miscellaneous Requirements

The City of Falls Church Purchasing Regulations is part of any agreement awarded. The Proposal and the City of Falls Church Purchasing Regulations shall be incorporated by reference into the agreement as though fully set forth therein.

These General Terms and Conditions shall become a part of the Agreement and shall apply to the Contractor and all subcontractors and suppliers. The contractor shall comply with all laws as set forth in the Virginia Procurement Act or Code of Virginia.

7.0 SUPPLEMENTARY CONDITIONS TO THE CONTRACT

1. Arbitration shall not be applicable for the resolution of disputes between OWNER and CONTRACTOR. Disputes by the Contractor with respect to this Agreement shall be decided in the first instance by the Purchasing Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within twenty (20) days from the date of such decision the Contractor mails or otherwise furnishes the Purchasing Manager a written appeal addressed to the City Manager. Decision by the City Manager shall be final and binding unless a timely appeal is made to the City Council within twenty (20) days from the date of such decision. The decision of the City Council shall be final and binding unless set aside by a Court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision, the Contractor shall proceed diligently with the performance of the Agreement in accordance with that decision.
2. The contents of the Proposal submitted by the successful Offerer and the General Terms and Conditions contained herein and the Purchasing Regulations shall be incorporated into the terms and conditions of this agreement to the same extent as if they had been set out fully. To the extent that any conflict arises between the provisions of this agreement, and those of the Purchasing Regulations, they shall be resolved by giving first preference to the Purchasing Regulations, then to this agreement.
3. During the performance of the agreement, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, and national origin except when religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor. The Contractor shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.

The Contractor shall include the provisions of this nondiscrimination clause in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon the subcontractor or vendor."

5. The effective date of this Agreement shall be the date depicted on the front page of the Agreement.

8.0 B I D F O R M S

FOR PROVIDING TREE AND STUMP REMOVAL PER THE TERMS, CONDITIONS AND SPECIFICATIONS:

A. UNIT PRICES FOR TREE/STUMP REMOVAL BY DIAMETER CLASS

<u>DESCRIPTION MEASURED AT 4.5'DBH</u>	<u>REMOVAL OF TREE/STUMP COMBINED</u>	<u>REMOVAL OF EACH TREE</u>	<u>REMOVAL OF EACH STUMP</u>
CLASS A. (6" TO 12")	\$ _____	\$ _____	\$ _____
CLASS B. (OVER 12" TO 18")	\$ _____	\$ _____	\$ _____
CLASS C. (OVER 18" TO 24")	\$ _____	\$ _____	\$ _____
CLASS D. (OVER 24" TO 30")	\$ _____	\$ _____	\$ _____
CLASS E. (OVER 30" TO 36")	\$ _____	\$ _____	\$ _____
CLASS F. (OVER 36" TO 42")	\$ _____	\$ _____	\$ _____
CLASS G. (OVER 43" TO 48")	\$ _____	\$ _____	\$ _____
CLASS H. (OVER 48")	\$ _____	\$ _____	\$ _____

B. RATES FOR STANDARD SERVICES

ALL FULL CREW SERVICES PROVIDED WHICH ARE NOT INCLUDED IN THE UNIT PRICES IN ITEM A, OR AS EMERGENCY SERVICES IN ITEM C, SHALL BE BILLED AT THE RATES BELOW. THESE RATES INCLUDE THE COST OF LABOR, AND ANY STANDARD EQUIPMENT NECESSARY TO PERFORM THE SERVICES REQUIRED ON WEEKDAYS FROM 7:00 AM TO 5:00 PM.

FULL CREW COST PER HOUR, INCLUDING THE COST OF STANDARD EQUIPMENT IDENTIFIED IN THE SOLICITATION \$ _____.

INDIVIDUAL CREW MEMBER PRICES IF MORE (ADD TO FULL CREW COST PER HOUR) OR LESS (DEDUCT FROM FULL CREW COST PER HOUR) THAN A FULL CREW IS NEEDED. STANDARD EQUIPMENT COST ARE NOT INCLUDED IN THE FOLLOWING RATES:

ISA CERTIFIED WORKING ARBORIST	\$ _____
(WHEN REQUESTED)	
CLIMBER	\$ _____
* GROUNDS PERSON	\$ _____

* THIS RATE WOULD BE USED FOR ANY WORK NEEDED REQUIRED OUTSIDE OF NORMAL OPERATIONS I.E. TIME/COSTS TO INSTALL TREE PRESERVATION MEASURES WHERE NECESSARY.

C. RATES FOR EMERGENCY SERVICES

EMERGENCY SERVICES AS SPECIFIED IN THE SOLICITATION REQUIRING A FULL CREW SHALL BE BILLED ON AN HOURLY BASIS AT THE RATES BELOW. THESE RATES SHALL INCLUDE THE COST OF LABOR, AND ANY STANDARD EQUIPMENT NECESSARY TO PERFORM THE SERVICES REQUIRED.

FULL CREW COST PER HOUR, INCLUDING THE COST OF STANDARD EQUIPMENT IDENTIFIED IN THE SOLICITATION:

WEEKDAYS 7AM – 5 PM	WEEKENDS 7 AM – 5 PM	NIGHTS & HOLIDAYS
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\$ _____/HR	\$ _____/HR	\$ _____/HR
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INDIVIDUAL CREW MEMBER PRICES IF MORE (ADD TO FULL CREW COST PER HOUR) OR LESS (DEDUCT FROM FULL CREW COST PER HOUR) THAN A FULL CREW IS NEEDED. STANDARD EQUIPMENT COSTS ARE NOT INCLUDED IN THE FOLLOWING RATES:

WEEKDAYS 7AM – 5PM	WEEKENDS 7AM – 5PM	NIGHTS & HOLIDAYS
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ISA CERTIFIED WORKING ARBORIST (WHEN REQUESTED)	\$ _____/HR	\$ _____/HR	\$ _____/HR
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CLIMBER	\$ _____/HR	\$ _____/HR	\$ _____/HR
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GROUND PERSON	\$ _____/HR	\$ _____/HR	\$ _____/HR
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INSERT NUMBER OF HOURS AFTER TELEPHONE NOTIFICATION THAT CREWS WILL BE ON SITE AT THE CITY OF FALLS CHURCH EMERGENCY LOCATION. TIME PROPOSED SHALL NOT EXCEED THREE (3) HOURS FROM THE INITIAL NOTIFICATION OF EMERGENCY WORK:

_____ HOURS

BIDDER'S NAME: _____

D. ADDITIONAL EQUIPMENT

HOURLY RATES FOR ADDITIONAL EQUIPMENT, AS REQUIRED AND APPROVED BY THE PROJECT OFFICER.

EQUIPMENT WITH OPERATOR

50-TON (MIN. CAPACITY) CRANE	\$ _____
25-TON (MIN. CAPACITY) CRANE	\$ _____
BOBCAT TYPE LOADER	\$ _____
10-TON STAKE BODY	\$ _____
LOG LOADER/GRAPPLE TRUCK	\$ _____

9.0 PERSONAL INFORMATION

Project Manager

1. Name: _____

International Society of Arboriculture (ISA) Certification Number: _____

Other Qualifications: _____

Crew Leader(s)

1. Name: _____

International Society of Arboriculture (ISA) Certification Number: _____

Other Qualifications: _____

2. Name: _____

International Society of Arboriculture (ISA) Certification Number: _____

Other Qualifications: _____

Emergency Contact(s) Information

1. Name: _____

Phone: _____ FAX: _____

Mobile: _____

2. Name: _____

Phone: _____ FAX: _____

Mobile: _____

10.0 REFERENCES

Bidders shall provide three (3) references on this form.

1. Business Name: _____

Contact: _____

Title: _____

Mailing Address: _____

Phone: _____ FAX: _____

2. Business Name: _____

Contact: _____

Title: _____

Mailing Address: _____

Phone: _____ FAX: _____

3. Business Name: _____

Contact: _____

Title: _____

Mailing Address: _____

Phone: _____ FAX: _____

DESCRIPTION OF PROJECTS OF SIMILAR SIZE AND SCOPE

Bidders shall provide two (2) brief narratives of projects of similar size and scope of work on this form.

1. Client Name: _____

2. Client Name: _____